

BOOK DOES  
CIRCULATE

AGREEMENT

Between

FORT LEE BOARD OF EDUCATION

and

FORT LEE CUSTODIAL AND MAINTENANCE ASSOCIATION, INC.

Bergen

Covering the period

July 1, 1977 to June 30, 1978

LIBRARY  
and

1978

UNIVERSITY

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PREAMBLE

This Agreement is entered into the 6th day of June, 1977, between the Board of Education of the Borough of Fort Lee in the County of Bergen, hereinafter called the "Board", and the Fort Lee Custodial and Maintenance Association, Inc., hereinafter called the "Association".

ARTICLE I

RECOGNITION

1. The Board hereby recognizes the Association, during the lifetime of this Agreement, as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all non-certificated custodial and maintenance personnel who comprise the unit hereunder as follows:

- a) Custodians, including Head Custodians
- b) Stock Clerks
- c) Custodial Repairmen
- d) Couriers
- e) Custodian Helpers
- f) Maintenance
- g) Maintenance Helpers
- h) Matrons

2. The following personnel are hereby specifically excluded from the negotiation unit:

- a) Per-diem appointments
- b) Substitutes, including long-term substitutes
- c) Appointments for a term less than 91 days
- d) Supervisor of Buildings and Grounds
- e) Assistant to Supervisor of Buildings and Grounds

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, as amended, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiations unit for whom the Association is authorized to negotiate in accordance with Article I, "Recognition", of this Agreement. An Agreement so negotiated shall be applicable to the aforementioned personnel, shall be reduced to writing, and when adopted by appropriate Resolution of the Board and approved by appropriate Resolution of the Association by its internal procedures, shall be signed by the Board and the Association. Prior to execution of the Agreement, the Association's representatives shall notify the Board in writing that they are authorized to execute the Agreement in accordance with and in compliance with its internal procedures.

2. The Association shall submit its contract proposals to the Board of Education through the Secretary of the Board no later than September 15th in the calendar year preceding the calendar year in which this Agreement expires, and such submission of proposals shall constitute the opening of formal negotiations.

3. The Board reserves the right to present proposals of its own as well as counter-proposals to those presented by the Association. Such proposals shall be presented to the Association in writing no later than October 15th in the calendar year preceding the calendar year in which the Agreement expires.

ARTICLE III

WAIVER

1. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly and mutually agreed to and executed by both parties, except as otherwise provided by law.

ARTICLE IV

GENERAL PROVISIONS

1. This Agreement is subject to the laws of the State of New Jersey and of the United States, and the decisions, rules and regulations of the State Board of Education and the decisions of the State Education Commissioner.

2. There shall be no reprisals of any kind taken against any employee by reason of his or her membership in the Association.

3. The Association and the Board shall be responsible for acquainting their respective members with the provisions of this Agreement, and shall be responsible for the adherence to the provisions of this Agreement by its members during the life of this Agreement.

4. The Association agrees that negotiations will be conducted without the use of pressure tactics or any practice generally defined within the term "sanctions".

ARTICLE V  
GRIEVANCE PROCEDURE

1. Definitions

(a) The term, grievance, is any alleged violation of this agreement, or any dispute with respect to its meaning or application.

(b) The term, grievance, and the procedure relative thereto shall not be deemed applicable in the following instances:

(1) The failure or refusal of the Board to renew a contract of a non-tenure employee;

(2) In matters where a method of review is prescribed by Title 18A, Education, or by any rule, regulation or bylaw of the State Commission of Education or the State Board of Education.

(c) The term, aggrieved person, is the employee or Association making the claim.

(d) The term, employee, shall mean any employed individual covered in ARTICLE I, RECOGNITION.

(e) The term, party in interest, is the aggrieved person, his immediate superior, the Supervisor of Buildings and Grounds, or any person who might be required to take action, or against whom action might be taken in order to resolve the grievance.

(f) The term immediate superior, shall mean the person to whom the aggrieved employee is directly responsible under the Order of Appeal attached hereto and made part hereof as Exhibit B.

2. Purpose

(a) The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise, affecting the employees.



(b) Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration, as outlined under the Order of Appeal, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and provided that the Association shall be given notice by the Board of any grievance informally raised pursuant to this paragraph, and any adjustment, if any, made by the Board in response to such informal grievance.

### 3. Procedure

(a) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

(b) An aggrieved employee shall institute action under the provisions hereof within 20 days of the occurrence of the grievance. Failure to file a written grievance within said 20-day period shall be deemed to constitute an abandonment of the grievance.

(c) Level 1. An employee with a grievance shall first discuss it with his immediate superior with the objective of resolving the matter informally.

(d) Level 11 If the aggrieved person is not satisfied with the disposition of his grievance at Level 1, a grievance may be filed with the Supervisor of Buildings and Grounds within 7 days after the decision is made at Level 1. The Supervisor of Buildings and Grounds or his designee shall arrange a conference with the aggrieved person within 7 days after receiving the written grievance. Within 7 days after the conference, the Supervisor of Buildings and Grounds or his designee shall render a written decision.

(e) Level 111 If the aggrieved person is not satisfied with the disposition of his grievance at Level 11, a grievance may be filed with the Secretary of the Board within 7 days after the decision is made at Level 11. The Secretary of the Board or his designee shall arrange a conference with the aggrieved person within 7 days after

receiving the written grievance. Within 7 days after the conference, the Secretary of the Board or his designee shall render a written decision.

(f) Level IV If the aggrieved person is not satisfied with the disposition of his grievance at Level III, a grievance may be filed with the Board within 7 days after the decision is made at Level III. The Board or a committee thereof shall hear the grievance within 15 days. The Board will make arrangements for a meeting with all parties in interest to hear the matter. The Board shall render a written decision within 20 days from the date of the close of the hearing. The decision of the Board shall be final, non-appealable, binding and conclusive on all parties.

4. Representation Any aggrieved person may be represented at all stages of the grievance procedure by himself or at his option, a representative selected or approved by the Association. When an employee is not represented by the Association, the employee may be represented by himself or at his option by a representative of his own choosing. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure. Such procedure, concerning representation, shall not apply at Level I.

#### 5. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Secretary of the Board directly and the processing of such grievance shall be commenced at Level III. The Association may process such a grievance through all levels of the grievance procedure.

#### 6. Miscellaneous

(a) All unsatisfactory decisions rendered to the aggrieved person at Levels I, II, III and IV shall be in writing, setting forth the decision and the reason or reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

(b) All grievances filed by the aggrieved person at Levels I, II, III and IV shall be in writing, specifying: (I) The nature of the grievance; (II) the results of the previous discussion; and (III) the basis of his dissatisfaction with the determination.

Copy of the aforesaid written grievance shall be furnished by the aggrieved person to the immediate superior of the aggrieved employee and to the Supervisor of Buildings and Grounds.

(c) All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives as heretofore referred to in this Article.

## ARTICLE VI

### NO STRIKES

1. The Association agrees that during the term of this Agreement neither it or its officers, employees or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slow downs, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with the normal work of the Board. The Association agrees that such action would constitute a material breach of this Agreement. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. In the event of any such activity by the Association or any of its officers or members, the Board shall be entitled to invoke any of the following alternatives:

- (a) Withdrawal of Association recognition;
- (b) Withdrawal of dues deduction privileges;
- (c) Such activity shall be deemed grounds for termination of the employment of such employee or employees.

Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

## ARTICLE VII

### EMPLOYEE WORK YEAR

1. Term of Employment - The term of all full-time employees, covered by this Agreement, shall be 12 months, July 1st to June 30th.

2. Hours of Work -

(a) Full-Time Employees -  
day shift

8 hrs. of work time per day,  
5 days per week, 40 hrs. of  
work time per week, ex-  
clusive of 1/2 hr. per day  
for lunch.

(b) Full-Time Employees -  
night shift

8 hrs. of work time per day,  
5 days per week, 40 hrs. of  
work time per week, in-  
cluding 1/2 hr. per day for  
supper.

(c) Part-Time Employees

Those employees whose  
normal work time is less  
than 37-1/2 hrs. per work  
time per week. No lunch or  
supper time included. To  
be paid pro-rata for shift  
assigned.

3. Vacation - 12-month employees shall receive vacation with full pay in accordance with the following schedule:

Length of service

Vacation Time

Less than 1 year

One day for each month of  
service, but not more than  
10 days.

One year through 4th year      10 working days.

5th year through 8th year      15 working days.

9th year and subsequent  
years      20 working days.

All vacations shall be taken according to a schedule as prepared and approved by the Supervisor of Buildings and Grounds, or in his absence, the Secretary of the Board.

4. Holidays - All full-time, 12 month employees shall be entitled to not less than 15 days with full pay. The following days shall be considered as holidays:

Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Veterans Day  
Thanksgiving Day  
December 24th  
Christmas Day  
December 31st  
New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Day after Thanksgiving

It is expressly understood that if any of the above holidays falls on a Saturday or Sunday, the employee shall have a day off without loss of pay, which day off shall be taken at vacation time, unless the Supervisor of Buildings and Grounds, or in his absence, the Secretary of the Board approves a different time.

5. N.J.E.A. Convention - Employees attending the annual N.J.E.A. Convention shall be entitled to receive a full day's pay for one day that they actually attended the convention, provided that the employees shall first present to the Supervisor of Buildings and Grounds sufficient proof by way of written documentation that they attended the convention. Employees required to work on the day of the N.J.E.A. Convention shall not receive overtime pay.

## ARTICLE VIII

### SALARIES AND OTHER COMPENSATION

1. The salaries for the various job categories shall be set and paid in accordance with Schedule A, which is attached hereto and made part hereof, for the period July 1, 1977 through June 30, 1978.

#### 2. Method of payment

- a) Each employee employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
- b) When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their pay checks on the last previous working day.

3. All employees holding a Low Pressure Fireman's License (Black Seal License), as issued by the State of New Jersey, shall receive an annual bonus of \$100.00 over and above their salary for the current year. If the said License carries an "In Charge" designation, the bonus will be \$200.00

4. Employees working night shifts, that is any shift starting between the hours of 1:00 p.m. and 4:00 a.m., shall receive an annual bonus of \$250.00 over and above their salary for the current year.

#### 5. Overtime

- a) Employees required and authorized to work in excess of 40 hours of work time shall be paid on the basis of one and one-half (1-1/2) times their equivalent hourly rate for all hours worked in excess of 40 hours of work time within any given calendar week, Sunday through Saturday.
- b) Employees required and authorized to work on a contractual holiday, as defined in Article VII, paragraph 4, entitled "Holidays" shall be paid on the basis of one and one-half times their equivalent hourly rate for all hours worked on a holiday.

6. Call-Back Pay - An employee who has worked their normal 8 hours of work time during a scheduled workday and has left the school and is required to return for an assignment shall be guaranteed at least three (3) hours work and shall be paid on the basis of 1-1/2 times their equivalent hourly rate for all hours worked.

7. Employees required and authorized to use their own automobiles in the performance of their work duties shall be reimbursed for such travel at the prevailing Board rate.

8. Longevity - All full-time, 12-month employees in the continuous and uninterrupted employ of the Board for a period of 15 years shall receive an annual bonus of \$200.00 over and above their salary for the current year.

9. Withholding of Increments

a) The salary increments specified in the salary guide, ( Schedule A is attached hereto, ) are not automatically granted, but are conditioned upon the recommendation of the Secretary of the Board of Education.

b) The Board may withhold for inefficiency, conduct unbecoming an employee of the Board, or other just cause, the increment of any employee.

c) Increments may be withheld in accordance with the following:

(1) The employee shall be notified of the deficiencies, conduct unbecoming an employee or other just cause by the Supervisor of Buildings and Grounds or his designee.

(2) The employee shall be given a reasonable amount of time to make up the deficiencies.

(3) Whenever the Supervisor of Buildings and Grounds or his designee recommends to the Secretary of the Board that a salary increment be withheld, the Secretary of the Board shall notify the employee and provide him with a reasonable opportunity to speak in his own behalf.



(4) If the Secretary of the Board concurs in the decision to recommend withholding the increment, he shall state his reasons for so doing and present same, together with his recommendations, to the Board.

(5) The Board reserves the right to accept or reject any recommendations to withhold a salary increment.

(6) Prior to voting on the recommendations to withhold a salary increment, the Board shall inform the employee of his right to an informal conference before the Board or a committee of the Board.

(7) The withholding of an increment by the Board may be appealed to the Commissioner of Education, pursuant to Title 18A, Education.

(8) A withholding of increment shall not be subject to the grievance procedure.

10. Credit for Experience - Whenever a person shall hereafter accept office, position or employment as a member of the custodial and maintenance staff, his initial place on the salary guide shall be at such point as may be agreed upon by the employee and the Board. The Board shall evaluate his experience and has the sole and exclusive right to fix and determine the starting salary.

11. Black Seal License - A low pressure fireman's license shall not be a condition of continued employment of existing employees. However, the Association agrees that it will use its best efforts to persuade and encourage all employees to obtain a low pressure fireman's license as issued by the State of New Jersey. The Board agrees to pay a reasonable tuition to Bergen County Vocational School and the reasonable cost of the initial license fee.

The Board expressly reserves the right in its sole and absolute discretion, to require all employees hired after the date of this Agreement to have or obtain within 90 days from the date of this Agreement a low pressure fireman's license as issued by the State of New Jersey. The failure of the new employee to have or obtain the said license within the 90-day period shall be grounds for immediate dismissal without any hearing or charges whatsoever, and the decision of the Board shall not be a subject of or a cause for invoking the grievance procedure.

12. Any employee required to work on the day designated as Easter Sunday shall be paid at the rate of 1-1/2 times.

13. Any employee working a shift, starting before and extending beyond 3:30 p.m., shall be paid a pro rata share of the night shift bonus.

## ARTICLE IX

### SICK LEAVE

1. All Employees covered under the terms of this Agreement shall be allowed sick leave with full pay for twelve days in each calendar year. Any unused allowance shall be accumulated. The Board of Education may require a physician's certificate to be filed with the Secretary of the Board in case of sick leave claimed.

2. All Employees covered under the terms of this Agreement shall also be entitled to the following additional sick leave allowance:

Sick leave allowance shall be extended beyond accumulated sick leave to provide for employees over the extended portion of said sick leave (Meaning, the portion that is beyond the accumulated sick leave days) regular salary less fifty percent of regular salary (regardless of whether a substitute is employed), under conditions of extended absence for illness or injury as approved by the Board of Education medical director, with the number of days in a continuous absence thus to be covered by the difference in pay to depend upon the number of days of the employees' accumulated sick leave at the onset of this absence for illness or injury according to the following table:

<u>Days Accumulated</u>	<u>Additional Days</u>
1 - 30	Two days for each day listed in the column to the left.
31 or more	Two days for each day listed in the column to the left except that the maximum will be 65.

3. The following additional sick leave benefits are operative for employees at the time of their retirement, thus in effect establishing for these employees a terminal leave provision:

- (a) Benefits will apply to employees who retire under full-formula benefits as prescribed by the N. J. State Teachers Pension and Annuity Fund or the N. J. State Employees' Retirement System.

- (b) These benefits shall provide compensation during said terminal leave at the rate of the annual salary applicable as of the time of retirement, with the extent of this salary payment to be 1/2 of the number of days of credited cumulative sick leave as of the time of retirement, except that not more than 100 days totally of this payment within the terminal leave period shall be allowed.
- (c) The said salary payment within the period of terminal leave shall be calculated on the basis of 1/20 of the employee's monthly salary rate at the time of retirement as the determinant of the rate of compensation which shall be paid within the said leave period for each day of said terminal leave.
- (d) In administering this benefit it is expected that the terminal leave period will commence at the close of a regular school year.

4. Any employee wishing to exercise the foregoing sick leave provision of paragraph No. 2 above should complete in triplicate copies the following "Employee's Statement" section of this form, Exhibit C. The employee should then retain the third copy, and mail to the Medical Director of the Fort Lee Board of Education, the first and second copies of this form together with the covering note\*\* of justification from the employee's personal doctor and also a stamped envelope self-addressed to the employee.

\*\*Note necessary only when more than 5 days of extended leave is requested. Doctor's note must contain the doctor's diagnosis of the employee's appertaining illness or injury.

The employee may expect the Medical Director to mail back to the employee the original copy (first) of this form signifying the action taken by the Medical Director. The employee should then send this completed form to the Secretary of the Fort Lee Board of Education.

5. The report form titled Employee's Report of Reason for Absence, Exhibit D, shall be completed in duplicate with a pen and submitted to the employee's immediate superior not later than the first day upon which the employee returns to work, following any day of absence for any reason.

Whenever the sick-leave absence of any employee of the Board of Education shall have passed ten consecutive working days, said employee shall submit to the Secretary of the Board of Education by the fifteenth consecutive working day, whether or not said employee shall have returned to work by said fifteenth day, starting the counting of said fifteen days with the initial day within said absence period, a certificate from a physician, engaged by said employee, delineating (1) the physician's diagnosis of the involved illness or injury, and (2) the physician's prognosis of the anticipated date for said employee's capacity for return to his regular employment with the Board of Education. Said prognosis should stipulate any indicated need for part-time, with extent thereof, rather than full-time work in said employment, and any indicated need for physical or other limitations of activity in said employment, with the appertaining period of time for which said limitation or limitations should apply.

The Secretary of the Board of Education shall forthwith present a copy of said medical certificate to the members of the Fort Lee Board of Education and to the Secretary of the Board of Education, and the Supervisor of Buildings and Grounds.

## ARTICLE X

### TEMPORARY LEAVE OF ABSENCE

#### ALLOWED ABSENCE FOR OTHER THAN PERSONAL ILLNESS

##### 1. Emergency Leave

A total of five days' leave shall be allowed an employee without pay deduction, when his absence is necessitated by:

- (a) Court Order (inclusive of a Selective Service Board Directive).
- (b) Death, critical illness or injury of a member of his immediate family (father, mother, brother, sister, husband, wife or child), or his in-laws (father-in-law, mother-in-law, brother-in-law, sister-in-law), an employee's grandparents and employee's spouse's grandparents, plus members of an employee's immediate household.

The employee may be required to submit to the Board of Education, through the Secretary to the Board of Education a statement of the necessity for his absence. In case the employee claims illness of a relative the employee may be required to furnish the name and address of the attending doctor and grant the Board permission to investigate the case. The Board reserves for itself the right to pass judgment upon the validity of any emergency leave claim and to direct appropriate salary deductions in the event that more than five days absence in any one year is imperative.

##### 2. Personal Leave

Annually two days of personal leave shall be allowed an employee, without pay deduction, for which such absence the employee shall submit at the earliest possible time a written report explaining the reason for the absence to the Secretary of the Board of Education.

3. The report form titled Employee's Report of Reason for Absence, Exhibit D, shall be completed in duplicate with a pen and submitted to the employee's immediate superior not later than the first day upon which the employee returns to work, following any day of absence for any reason.

4. No employee of the Board of Education shall remain absent from said employee's work over more than ten consecutive working days for any purpose other than said employee's personal illness or injury except as such employee seeks and receives advance approval from the Board of Education, through the Secretary to the Board of Education to cover said absence in excess of said ten consecutive working days, with the allowed deviation as stipulated in the following statement. The Secretary of the Board of Education is empowered to extend such span of absence beyond said ten-day period, up to the next date on which the Board of Education will meet.

## ARTICLE XI

### EXTENDED LEAVE OF ABSENCE

1. The additional sick leave allowance as set forth in Article IX, paragraph 2, shall constitute an extended leave of absence.

2. The following maternity leave provisions shall also apply as extended leaves of absence:

All pregnant employees may apply for a leave of absence without pay. Upon request, such leave shall be granted prior to the anticipated date of birth and continue for a reasonable period of time to a specific date following birth.

a) Maternity leave shall be granted subject to the following conditions:

1. An employee shall notify the Board Secretary of her pregnancy as soon as it is medically confirmed.
2. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
3. Exact dates of the leave will be arranged. The parties shall arrange leave dates in consideration of both medical evidence and administrative feasibility.
4. A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before an employee is permitted to return from maternity leave.

b) An employee's return date to employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth or other related cause. If the requested extension of return date is for other than the beginning of a semester, the parties may adjust the date in consideration of both medical evidence and administrative feasibility.



- c) The leave of absence granted a non-tenured employee hereunder may not be extended beyond the end of the contract year in which the leave is obtained.
- d) Except as provided above, no employee shall be barred from returning to duty after the birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return. However, the employee shall indicate to the Board, in writing, that she intends to return to employment at least six months prior to the intended date of return. Failure to so notify the Board will be deemed to be a waiver by the employee of her right to return from maternity leave that year.
- e) The time spent on maternity leave shall not count toward fulfillment of the time requirements for acquiring tenure, nor shall it count toward placement on the salary guide or for seniority.
- f) No employee shall be removed from her duties during pregnancy, except upon one of the following:
  - 1. The Board has found her work performance has substantially declined from the time immediately prior to her pregnancy.
  - 2. Her physical condition or capacity is such that her health would be impaired if she were to continue working and which physical capacity shall be deemed to exist if:
    - i. The pregnant employee fails to produce a certification from her physician that she is medically able to continue working, or
    - ii. The Board's physician and the employee's physician agree that she cannot continue working, or
    - iii. Following any difference of medical opinion between the Board's physician and the employee's physician, a physician selected

jointly by the Board and the employee shall render a binding opinion on the physical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board.

3. Any other just cause.

- g) The report form S-29, titled Employee's Report of Reason for Absence, Exhibit D, shall be completed in duplicate with a pen and submitted to the employee's immediate superior not later than the first day upon which the employee returns to work, following any day of absence for any reason.

## ARTICLE XII

### HEALTH INSURANCE

1. The Board will provide, at Board expense, for employees covered under this Agreement, and their eligible dependents, as such dependents are defined and included under the following insurance policies, the following health insurance benefits under the New Jersey Public and School Employees Health Benefits Plan:

- a) New Jersey Blue Cross hospitalization.
- b) New Jersey Blue Shield medical-surgical, including Rider J.
- c) Major Medical insurance.

2. The Board may change insurance carriers at its option and after notification to the Association, provided substantially similar benefits are provided.

3. The Board agrees to provide for a dental coverage plan with the New Jersey Dental Services Plan, Inc. for all employees covered by this Agreement, together with their eligible dependents, as such dependents are defined in the insurance policy, effective on the first day of the first month following execution of this Agreement and continuing for the duration of this Agreement. The Board reserves the right, at its option, after notification to the Association, to change insurance carriers provided substantially similar benefits are provided.

## ARTICLE XIII

### DEDUCTIONS FROM SALARY

1. The Board agrees to deduct from the salaries of its employees covered by this Agreement dues which said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 275 New Jersey Public Laws of 1971, N.J.S.A. (R.S.) 52:14-15.9e and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the Treasurer of the Association. Employee authorizations shall be in writing.

2. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Board written notice sixty (60) days prior to the effective date of such change. It is understood that the only obligation of the Board shall be to remit to the Association the total deductions.

3. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Secretary of the Board. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards submitted by the Association to the Board.

## ARTICLE XIV

### BOARD RIGHTS AND RESPONSIBILITIES

1. The Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

2. The Board at all times shall have the sole and exclusive right to manage, plan, direct, conduct, control, supervise, administer and execute its business. The enumeration in this Agreement of certain rights shall not be construed to deny or disparage others. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the rights, subject only to the express and specific limitations imposed by the terms of this Agreement, in accordance with applicable laws and regulations, (a) to direct employees of the school district, (b) to hire, promote, transfer, assign, and retain employees in positions within the school district, and to suspend, demote, discharge or take other disciplinary action against employees, (c) to relieve employees from duties because of reduction of force or (d) to require any and all custodial and maintenance personnel to perform all maintenance and/or custodial duties, including but not limited to custodian-repairman, courier, custodian helper, maintenance, notwithstanding their designated position or place on the salary guide, (e) to maintain the efficiency of the school district operations entrusted to them, (f) to determine the methods, means and personnel by which such operations are to be conducted, and (g) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

3. The exercise of the powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States.

4. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under R.S.18:A, Education, School Laws of New Jersey, or any other state or Federal Laws or regulations as they pertain to education.

## ARTICLE XV

### PROMOTIONS

1. Positions Included - Promotional positions are defined as positions paying a salary differential and/or positions on the supervisory levels.

2. Date of Posting - A notice of the proposed promotional positions shall be posted in each school as far in advance as practicable. A copy of said notice shall be given to the Association at the time of posting.

3. Application Procedure - Employees who desire to apply for such promotional positions shall submit their application in writing to the Secretary of the Board within the time limits specified in the notice and the Secretary of the Board shall acknowledge promptly in writing the receipt of all such applications. New applications must be filed by the employee for each new posted promotional position.

4. Criteria for Notice - The qualifications for the position, its duties and rate of compensation shall be clearly set forth. No promotional position shall be filled other than in accordance with the above procedure.

5. Appeal to Board - In the event the employee believes that the procedures outlined above have not been followed, he shall immediately notify the Secretary of the Board in writing of such procedural defects. The Board Secretary will have 20 days from such notification to rectify the procedural defects. In the event the Secretary of the Board fails to rectify such defects, the employee shall have the right, upon his written request made within five days after the expiration of the said 20-day period to an informal conference with the Board or a committee of the Board. The conference with the Board shall be expressly limited to the procedural defects only.

6. Decision of the Board - The ultimate responsibility for making all promotions rests with the Board. The Board shall have the sole and exclusive right to make the final determination as to all promotions, and the decision of the Board, as to procedure and substance, shall not be a subject of or a cause for invoking the grievance procedure.

## ARTICLE XVI

### VOLUNTARY TRANSFERS AND REASSIGNMENTS

#### 1. Notification of Vacancies

Date - No later than May 1st of each school year, the Secretary of the Board shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year.

2. Filing Requests - Employees who desire to transfer to another building may file a written statement of such desire with the Secretary of the Board. Such statement shall include the school or schools to which he desires to be transferred, in order of preference. Such requests for transfers for the following year shall be submitted not later than April 1st and must be resubmitted annually by the employee desiring such change.

3. Posting - As soon as practicable, and no later than 10 days, the Secretary of the Board shall post in each school and deliver to the Association a system-wide schedule showing the names of all employees who have been reassigned or transferred and the nature of such reassignment or transfer.

4. In the event the employee believes that the procedures outlined above have not been followed, he shall immediately notify the Secretary of the Board in writing of such procedural defects. The Board Secretary will have 20 days from such notification to rectify the procedural defects. In the event the Secretary of the Board fails to rectify such defects, the employee shall have the right, upon his written request made within five days after the expiration of the said 20-day period, to an informal conference with the Board or a committee of the Board. The conference with the Board shall be expressly limited to the procedural defects only.

5. Decision of Board - The ultimate responsibility for making all said transfers and reassignments rests with the Board. The Board shall have the sole and exclusive right to make the final determination as to the transfer or reassignment, and the decision of the Board, as to procedure and substance, shall not be a subject of or a cause for invoking the grievance procedure.

6. Exclusion - All vacancies occurring after May 1st are expressly excluded from the provisions of this ARTICLE and may be filled by the Board or its designee at any time and without complying with the provisions of this ARTICLE.



## ARTICLE XVII

### INVOLUNTARY TRANSFERS AND REASSIGNMENTS

1. Use of Voluntary Requests - No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position, and provided that the transfer or reassignment does not conflict with the best interests of the School District.

2. Notice - Notice to the employee involved in an involuntary transfer or reassignment shall be given as soon as practicable, and except in cases of emergency, vacancies occurring after June 1st or temporary transfers or reassignments, not later than June 1st.

3. Meeting and Appeal -

- a) An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the Supervisor of Buildings and Grounds or his designee, at which time the employee shall be notified of the reasons therefor.
- b) In the event that an employee objects to the transfer or reassignment at this meeting, upon request of the employee, the Secretary of the Board shall meet with him. The employee may, at his option, have an Association representative present at such meeting. The decision of the Secretary of the Board shall not be subject to the grievance procedure and shall be final and non-appealable, except as expressly otherwise set forth in Sections 3.c) and 3.d) below.
- c) In the event an employee believes that the procedures outlined in Sections 2. and 3.a) and 3.b) above have not been followed, he shall immediately notify the Secretary of the Board of such procedural defects. The Secretary of the Board will have 20 days from such notification to rectify the procedural defects. In the event the Secretary of the Board fails to rectify said defects, the employee shall have the right, upon his written request made within 5 days after the expiration of the said 20-day period, to an informal conference

with the Board, or at the Board's option, with a committee of the Board. The conference with the Board or with the committee of the Board shall be expressly limited to procedural defects only.

- d) In the event the decision of the Secretary of the Board, as set forth in Section 3.b) of this Article, involves the involuntary transfer or reassignment from an elementary or the Intermediate School to the High School, or vice versa, or from one shift to another shift, then the employee shall upon written request made within 5 days after the decision of the Secretary of the Board be entitled to an informal conference with the Board or at the Board's option, a committee of the Board.

4. Decision of Board - The ultimate responsibility for making all said transfers and reassignments rests with the Board. The Board shall have the sole and exclusive right to make the final determination as to the transfer or reassignment, and the decision of the Board, as to procedure and substance, shall not be a subject of or a cause for invoking the grievance procedure.

5. No Stay of Transfer or Reassignment - The decision of the Supervisor of Buildings and Grounds or his designee as to any involuntary transfer or reassignment of any employee shall not be stayed by any appeal as provided in this Article. The employee under all circumstances whatsoever shall immediately comply with the order of transfer or reassignment as given by the Supervisor of Buildings and Grounds or his designee.

6. Exclusion - All involuntary transfers or reassignments of an emergency nature or a transfer or reassignment of a temporary nature (4 months or less) are expressly excluded from the provisions of this Article, and all such transfers and reassignments may be made at any time and without complying with the provisions of this Article, and the employees shall not be entitled to exercise any of the rights granted to them under the provisions of this Article.

ARTICLE XVIII

REDUCTION OF FORCE SENIORITY

1. The Board in its sole and absolute discretion shall have the right at any time to reduce the number of custodial and maintenance personnel employed by the Board subject to the provisions of N.J.S.A. 18A:17-4, Reduction in Number of Janitorial Employees, for those employees who have achieved tenure status by virtue of the provisions of Article XIX.

## ARTICLE XIX

### TENURE

After 3 consecutive calendar years of full-time employment, each employee covered by this Agreement shall be appointed without a fixed term so as to provide the tenure protection available to such employees under the provisions of Chapter 137, Public Laws of 1960, N.J.R.S. 18A:17-3 and 18A:17-4, provided that the time in which such employee has been employed by the Board from July 1, 1974 shall be counted in determining said 3 year period of employment. No employee shall obtain tenure prior to July 1, 1977.

ARTICLE XX

EVALUATION

1. Non-tenured employees covered by this Agreement shall be evaluated by the Supervisor of Buildings and Grounds or his designee at least two times during their first year in the district and at least one time in their second and third years in the district.

2. Tenured employees shall be evaluated by the Supervisor of Buildings and Grounds or his designee at least once during the school year.

3. Each evaluation shall be followed by a written evaluation report and a conference between the employee and the Supervisor of Buildings and Grounds or his designee for the purpose of identifying the employee's strengths, deficiencies and recommendations for correcting and improving his work.

4. The employee shall have the right within 10 days after receiving a copy of the evaluation report to respond in writing to any negative comments on the evaluation report.

5. The employees shall be required to sign the evaluation report, but such signing shall not signify approval. Upon the failure or refusal of the employee to so sign the report, a notation of said failure or refusal shall be annexed to or inserted on the report.

6. The evaluation report, together with the employee's response thereto, if any, shall be placed in and comprise a part of the personnel file of each employee.

7. The evaluation report shall not be a subject of or a cause for invoking the grievance procedure.

ARTICLE XXI

BULLETIN BOARDS

1. The Board agrees to place bulletin boards at appropriate locations for the purpose of posting Union meeting notices, announcements and general activities.

ARTICLE XXII

MISCELLANEOUS

1. Any individual contract between the Board and an individual employment covered by this Agreement shall be consistent with the terms and conditions of this Agreement, except, however, that the contract with a non-tenure employee shall carry a clause providing for termination of the contract by either party upon a thirty-day notice.

2. Copies of this Agreement shall be printed at the joint expense of the Board and the Association.

3. Notice.

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or certified mail at the addresses listed below, and the mailing shall be deemed given when placed in the United States Post Office depository with postage prepaid for mailing:

a) If by Association to Board at:

School No. 1  
Whiteman Street  
Fort Lee, New Jersey 07024

b) If by Board to Association at:

Fort Lee High School  
Fort Lee, New Jersey 07024

4. The term, school year, as used in this Agreement, shall mean July 1st to June 30th.

ARTICLE XXIII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.



ARTICLE XXIV

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXV

EFFECTIVE DATES

This Agreement shall be in full force and effect as of July 1, 1977 and shall remain in full force and effect through June 30, 1978.

FORT LEE CUSTODIAL AND  
MAINTENANCE ASSOCIATION, INC.

FORT LEE BOARD OF EDUCATION  
FORT LEE, NEW JERSEY

BY: *John Waleck*  
John Waleck, President

BY: *Salvatore A. Trovato*  
Salvatore A. Trovato, President

ATTEST:

ATTEST:

*William Shay*  
William Shay, Secretary

*Harold P. DeSocio*  
Harold P. DeSocio, Secretary

This is to certify that the undersigned have been duly authorized by the Fort Lee Custodial and Maintenance Association, Inc. to execute the above Agreement on behalf of the Fort Lee Custodial and Maintenance Association, Inc. and in accordance and in compliance with the internal procedures of the Fort Lee Custodial and Maintenance Association, Inc.

Dated: June 6, 1977

*John Waleck*  
JOHN WALECK, PRESIDENT

*William Shay*  
WILLIAM SHAY, SECRETARY

# SCHEDULE A

## MAINTENANCE-CUSTODIAL GUIDE

FOR 1977-1978

Yrs. Credited Exp.	Head Custodian High School	Stock Inv. Control Clerk And Head			Custodial Repairman	Courier & Custodians	Custodian Helpers	Maintenance
		Custodian All Other Schs.						
0	10,025	9,025	8,925	8,325	6,325	10,625		
1	10,325	9,325	9,175	8,525	6,475	11,125		
2	10,625	9,625	9,425	8,725	6,625	11,625		
3	10,925	9,925	9,675	8,925	6,775	12,125		
4	11,225	10,225	9,925	9,125	6,925	12,625		
5	11,525	10,525	10,175	9,325	7,075	13,225		
6	11,825	10,825	10,425	9,525	7,225			
7	12,125	11,125	10,675	9,725	7,375			
8	12,425	11,425	10,925	9,925	7,525			
9	12,825	11,825	11,275	10,225	7,775			

# EXHIBIT B

## ORDER OF APPEAL

All Head Custodians	Supervisor Buildings and Grounds	Board Secretary	Board	
Stock Clerk	Supervisor Buildings and Grounds	Board Secretary	Board	
Custodians, Custodian Helpers, Custodial Repairmen	Head Custodian	Supervisor, Buildings and Grounds	Board Secretary	Board
Maintenance, Maintenance Helpers	Supervisor Buildings and Grounds	Board Secretary	Board	
Courier	Supervisor Buildings and Grounds	Board Secretary	Board	

### EXHIBIT C

#### EMPLOYEE'S STATEMENT:

I was absent on the following day(s):

Absence starting on date of \_\_\_\_\_  
(Month) (Day) (Year)

and extending through date of \_\_\_\_\_  
(Month) (Day) (Year)

thus making a total of employment days of absence for this occasion:

No. of working days absent \_\_\_\_\_

No. of days of accumulated sick leave at the onset of this absence \_\_\_\_\_ due to the following illness or injury  
(list your personal doctor's diagnosis if a personal doctor was consulted, otherwise your own diagnosis): \_\_\_\_\_

as explained in the herewith attached note (this note necessary only when more than 5 days of extended leave is requested)  
from my personal doctor:

Name of personal doctor \_\_\_\_\_

Full address of personal doctor \_\_\_\_\_

Date of this doctor's note \_\_\_\_\_

I request approval of the Board of Education Medical Director for the following number of additional days as extended  
leave within the provision of the policy delineated at the top of this form: \_\_\_\_\_

\_\_\_\_\_  
(Date signed)

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
(School)

#### ACTION OF THE BOARD OF EDUCATION MEDICAL DIRECTOR ON THE ABOVE APPLICATION

The following portion of this form will be completed by the Medical Director through his affixing an X mark in the appropriate box, then signing and dating this form and subsequently mailing the signed copy to the employee in the stamped, self-addressed envelope that the employee has provided.

☐

I approve the above request.

☐

I disapprove the above request.

\_\_\_\_\_  
(Date signed)

\_\_\_\_\_  
(Signature of the Medical Director)

## EXHIBIT D

### FORT LEE PUBLIC SCHOOLS

S-29

### EMPLOYEE'S REPORT OF REASON FOR ABSENCE

#### INSTRUCTIONS:

For maintaining accuracy in record keeping, this report form should be completed in duplicate with a pen and submitted to the employee's immediate superior not later than the first day upon which the employee returns to work, following any day of absence for any reason. For this purpose, the immediate superior is defined as the Principal to whom the employee is assigned for administrative purposes except that cafeteria personnel shall submit their report to the Cafeteria Director, and roving custodians who service more than one school building shall submit their report to the Board of Education Office.

The here-defined immediate superior, as the Principal, shall retain for file one copy of this report and promptly submit the other copy to the office of the Secretary of the Board of Education.

#### EMPLOYEE'S STATEMENT:

On the following day(s) I will be or was absent for the following reason:

Absence starting on date of \_\_\_\_\_  
(Month) (Day) (Year)

and extending through date of \_\_\_\_\_  
(Month) (Day) (Year)

thus making a total of employment days of absence for this occasion: \_\_\_\_\_

No. of working days absence \_\_\_\_\_

for the reason of:

(Check one, and fill in any blanks on item checked; if more than one reason is applicable, list to the left of each box checked the appertaining dates.)

☐

Sick leave (my own personal illness or injury)  
Employees on 10-month contract allowed 10 days per year and employees on 12-month contract allowed 12 days per year, with additionally unused portions accumulated from previous years allowed — without pay deduction.

☐

Emergency leave: Up to 5 days per year without pay deduction is allowed for (1) court order, or (2) death, critical illness or injury of a member of my immediate family (father, mother, brother, sister, husband, wife or child) or my in-laws (father-in-law, mother-in-law, brother-in-law, sister-in-law), an employee's grandparents and employee's spouse's grandparents, plus members of an employee's immediate household. If for death, critical illness or injury, state here the relationship of the involved person.

☐

Personal leave: One day per year without pay deduction is allowed when reason for absence is presented in writing and is administratively approved per regulations of the Board of Education.

☐

Attendance at professional conference, convention, or meeting when approved in advance by the Superintendent of Schools or the Board of Education.  
State occasion and place: \_\_\_\_\_

THIS REPORT MAY NOT BE CHANGED AFTER FILING

\_\_\_\_\_  
(Date signed)

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
(School)